

DEPARTMENT OF SOCIAL SERVICES



December 13, 1982

ALL-COUNTY LETTER NO. 82-125

TO: ALL COUNTY WELFARE DIRECTORS

SUBJECT: HAITIAN INTERIM RESETTLEMENT PROGRAM; INS DOCUMENTATION; PROGRAM
ELIGIBILITY

REFERENCE:

In accordance with Judge Spellman's order in Louis vs. Nelson, approximately 1,700 Haitians are being released from INS detention centers under the Haitian Interim Resettlement Program. Since September these Haitians are being resettled in four primary areas: South Florida, New York, New Jersey and California.

Five Voluntary Agencies (VOLAG's) have taken responsibility for this resettlement effort. They are: The United States Catholic Conference (USCC), Church World Service (CWS), Lutheran Immigration and Refugee Services (LIRS), World Relief Services (WRS), and the Presiding Bishop's Fund.

These VOLAG's have been provided with grant funds to meet the basic needs of these Haitian parolees for at least the first 120 days of their parole. This includes the purchase of medical health insurance for those Haitians they will resettle. Counties should be aware, however, that all Haitians currently being released, either as "Spellman" or "humanitarian" cases, may apply and, if determined eligible, receive services and cash assistance under the Cuban/Haitian Entrant Program (CHEP). Attached for your information is a copy of LIRS' medical insurance policy. We will forward the remaining VOLAGs' material as soon as it is available.

INS DOCUMENTATION, I-94S

The Office of Refugee Resettlement has received a copy of the I-94S currently being provided to newly-released Haitians under Louis vs. Nelson, et al. This documentation has been in effect since August 13, 1982. We are attaching a copy for your information.

PROGRAM AND TIME ELIGIBILITY

These Haitians, are eligible for aid under the CHEP. All conditions and requirements of the CHEP apply to these Haitian parolees. The parole date noted


on the back of the I-94S will be used for time-eligibility purposes. Please note that parolees have until February 13, 1983 to use this documentation. However, INS is providing detainees with Indefinite Parole Status for as long as the administrative and legal processes take to make a final determination on the immigration of the Haitian parolee. As stated on the identification card, these parolees have work authorization until expiration/revocation of the card.

The Standard I-94 used prior to August 13, 1982 is still valid until such time as parolees are requested by INS to secure new documentation. Also attached for your information is a memorandum from Alan C. Nelson, INS Commissioner, restating current INS policy regarding work authorization for Cuban/Haitian Entrants (Status Pending).

HUMANITARIAN CASES

Some Haitians are being released as humanitarian cases. These cases are covered by Judge Spellman's decision and have an "H" designation on their identification card. Haitian humanitarian cases have been receiving this designation since August 20, 1982. These humanitarian cases are also eligible for CHEP assistance and services.

If you have any questions on this letter, please contact your Office of Refugee Services CWD Operations Bureau Consultant at (916) 322-3141 or (415) 556-8588.



R. E. REICH
Chief Deputy Director

Attachments

cc: CWDA
ORR-SF

Office of the Commissioner

Washington, D.C. 20536

CO 103-P

26 MAY 1982

Phillip W. Hawkes
Director
Office of Refugee Resettlement
Department of Health and Human Services
Room 1229
330 C Street, S. W.
Washington, D. C. 20201

Dear Mr. Hawkes: *Phil*

As your office has requested, I am restating current Immigration and Naturalization Service policy on work authorizations for "Cuban/Haitian Entrants (Status Pending)".

If a person possesses a valid INS Form I-94 which states that the person is a "Cuban/Haitian Entrant (Status Pending)," that person is authorized to work in the United States until further notice.

Even though these forms state that the status is "Reviewable January 15, 1981" or "Reviewable July 15, 1981," these forms are still valid proof of authorization to work in the United States until further notice.

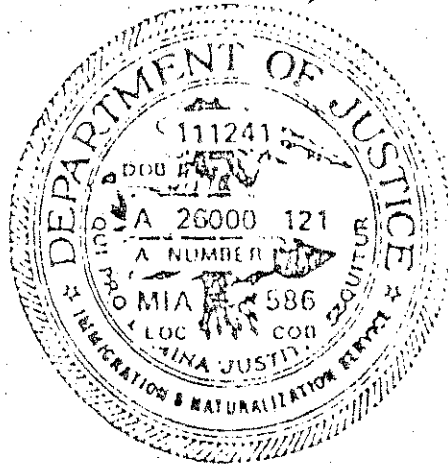
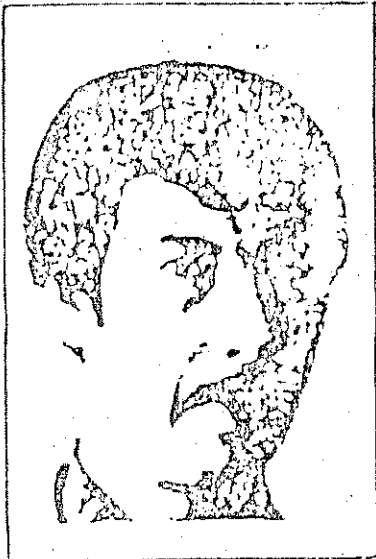
Sincerely,

Alan C. Nelson
Alan C. Nelson
Commissioner

IMMIGRATION PAROLEE

U.S. Department of Justice—Immigration and Naturalization Service

TOULOUSE LAUTREC DE, HENRI



mm mm

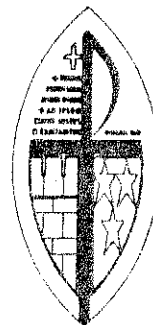
THE PERSON IDENTIFIED ON THIS CARD
IS PAROLED INTO THE U.S. UNDER THE
TERMS OF THE COURT ORDER IN LOUIS
VS NELSON ET AL #81-1260. HE/SHE
IS AUTHORIZED EMPLOYMENT UNTIL EX-
PIRATION OR REVOCATION OF THIS CARD.

DATE PAROLED 08-13-82. PARITY 23
THIS CARD EXPIRES FEBRUARY 13, 1983
REFER INQUIRIES TO 800-555-1234.

LUTHERAN COUNCIL IN THE USA

Department of Immigration and Refugee Services,
Division of Mission and Ministry

Lutheran Center
360 Park Avenue South
New York, NY 10010
212/532-6350
800-223-7656(7)



September 2, 1982

Ms. Deni Blackburn, Program Officer
Department of Health & Human Services
Office of Refugee Resettlement
330 "C" Street SW
Washington, DC 20201

Dear Deni:

In accordance with government grant 83-P-10003-2-01 The Lutheran Immigration and Refugee Service has engaged medical coverage for the Spellman cases through The Insurance Company of the State of Pennsylvania under Master Policy No. 86-35265. Enclosed for your information is a copy of insurance material supplied to the refugee, the sponsor and our Regional Consultant. This material started going out as of August 25, 1982.

Sincerely,

A handwritten signature in cursive script, appearing to read "Livingston Chrichlow".

Livingston Chrichlow
Coordinator

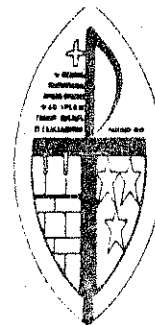
Lutheran Immigration & Refugee Service

LC:fl
enclosures

LUTHERAN COUNCIL IN THE USA

Department of Immigration and Refugee Services,
Division of Mission and Ministry

Lutheran Center
360 Park Avenue South
New York, NY 10010
212/532-6350
800-223-7656(7)



Date:

Case:

Name:

TO: Sponsors
FROM: Lutheran Immigration and Refugee Service
RE: Health and Accident Insurance

Dear Friends:

We are enclosing the following:

1. Two copies - "Certificate of Insurance"
(one copy each for refugee and sponsor)
2. Two copies - "Refugee Health/Accident Insurance"
(one copy each for refugee and sponsor)
3. "Beneficiary Designation Cards"
(one copy for each person insured)

Please see Section III of the enclosed memo.

We ask that you assist the refugee in understanding the provision of the insurance coverage and in filling out and returning the Beneficiary cards. Please note that insurance is something with which many of the refugees will not be familiar. We hope that the enclosed information will be helpful in explaining the procedures required and the coverage provided by this policy. Our best wishes and greetings to you. This coverage is for 6 months.

Sincerely yours,

Tatiana Trelin

Tatiana Trelin
Lutheran Immigration
and Refugee Service

TT:fl
enclosures

CERTIFICATE OF INSURANCE**No.****Master Policy No. 86-35265****THIS IS TO CERTIFY that the undermentioned insurance****has been effected with****THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA****for account of LUTHERAN COUNCIL IN THE UNITED STATES OF AMERICA****from****to****on****against**

1. ACCIDENTAL DEATH AND DISMEMBERMENT
2. MEDICAL REIMBURSEMENT FOR ACCIDENT OR ILLNESS

amount

1. \$10,000.
2. \$ 6,000.

- A) BASIC MEDICAL - PAYS 100% OF COVERED MEDICAL EXPENSES UP TO \$1,000. AFTER \$50.00 DEDUCTIBLE.
- B) MAJOR MEDICAL - PAYS 80% OF COVERED MEDICAL EXPENSES UP TO \$5,000. AFTER \$1,000. DEDUCTIBLE. (DEDUCTIBLE MAY BE SATISFIED BY BASIC MEDICAL.)

To

FOR CONFORMATION OF COVERAGE CONTACT:
REUBEN WARNER ASSOCIATES, INC.
TEL: (212) 964-3670

AMERICAN INTERNATIONAL UNDERWRITERS

AUTHORIZED REPRESENTATIVE

MEDICAL EXCLUSIONS (ACCIDENT AND SICKNESS)

- (1) Accident, sickness or disease for which benefits are paid to the insured under any workmen's compensation law, plan or scheme, occupational disease acts, or any health and welfare programs, insured or otherwise;
- (2) Pregnancy and resulting childbirth, miscarriage or diseases of the female organs of reproduction;
- (3) Eye examinations, hearing aids, fittings and/or prescriptions therefor;
- (4) Dental care;

Pyorrhea is a disease and is covered;
- (5) Routine physical or any other examinations, where there are no objective indications of impairment in normal health and laboratory diagnostic or x-ray examinations except in the course of a disability established by the prior call or attendance of a physician;
- (6) Intentionally self-inflicted injury or suicide while sane or insane or any attempt thereat;
- (7) Cosmetic or plastic surgery;
- (8) Venereal disease or syphilis;
- (9) Congenital anomalies and conditions arising out of or resulting therefrom;
- (10) Any mental and nervous disorders or rest cures;
- (11) Care provided for or for which care may be obtained under application under any contract of employment;
- (12) Services of pathologists, physiotherapists, special nursing services or their board;
- (13) Sickness occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.
- (14) While the insured is serving in the armed forces of any country or international authority, whether in peace or war, and in such an event the company, upon application of the insured, shall return the pro rata premium for any such period of service;
- (15) Pre-existing conditions (physical conditions of the insured person that had their origin prior to the date of individual insurance).
- (16) The insured shall not be entitled to indemnity for two disabilities at one and the same time, resulting respectively from sickness and accident.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
Group Accident Insurance
Beneficiary Designation

Individual's
Name (Print) _____
Last First Initial

Date of Employment
or Membership _____
Mo. Day Year

Death Benefits To Be Paid To:

Relationship:

Policy Issued To:

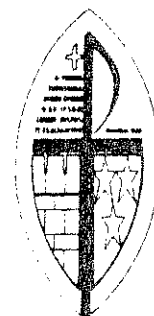
Policy Number:

Signature of Employee/Member Date

LUTHERAN COUNCIL IN THE USA

Department of Immigration and Refugee Services,
Division of Mission and Ministry

Lutheran Center
360 Park Avenue South
New York, NY 10010
212/532-6350
800-223-7656(7)



REFUGEE HEALTH/ACCIDENT INSURANCE

I. CERTIFICATE OF INSURANCE

Enclosed are two copies of the "Certificate of Insurance" for the refugee/s covered by this policy. One copy should be given to the refugee and one should be kept by the sponsors. The insurance policy is carried with:

THE INSURANCE COMPANY OF THE
STATE OF PENNSYLVANIA
Master Policy No.: 86-35265
Policy Holder:
LUTHERAN COUNCIL IN THE U.S.A.

Coverage begins on the date shown on the Certificate and ends six months from that date.

In case of emergency or if additional proof of insurance is required, have the hospital or doctor's office call for verification of coverage:

REUBEN WARNER ASSOCIATES, INC.
Telephone: (212) 964-3670

Be sure to supply the name of the carrier (The Insurance Company of The State of Pennsylvania) and the policy number: 86-35265

II. REFUGEES COVERED

Under a plan set forth by Judge Eugene Spellman in Federal District Court in Miami, Florida, detained Haitians were ordered released on June 29, 1982. This specific refugee population will be covered by medical insurance for 6 months after release from the camps. The premium cost will be paid by the Lutheran Immigration and Refugee Service and reimbursed by the U.S. Government.

III. BENEFICIARY DESIGNATION CARDS

One card for EACH PERSON INSURED must be filled out and RETURNED to Lutheran Immigration and Refugee Service at the address shown on the preceding page (Attn: Miss Tatiana Trelin).

Parents should sign for children under 16 years of age. For persons 16 years and older, each should sign his/her own. It is important that a card be included for each person, including children.

IV. EXTENSION OF POLICY

If no other insurance is available, for an additional premium at the rate that LIRS is now paying, it may be possible to extend this policy for an additional six months. However, due to the nature and limitations of this particular policy, we strongly urge that coverage by other more comprehensive insurance be obtained at the earliest possible date. If extension of this policy is desired, please write to Miss Tatiana Trelin at this office one month before the expiration of the policy.

V. CLAIM PROCEDURES

There is a \$50.00 deductible per illness or injury. Bills for the \$50 deductible should be accumulated and presented to the LIRS Regional Consultant for reimbursement. When a refugee has incurred medical expenses in excess of the \$50.00 deductible for any one illness or injury, write for claim forms to:

LUTHERAN IMMIGRATION AND REFUGEE SERVICE
360 Park Avenue South
New York, N. Y. 10010
or call toll - free:

(800) 223 - 7656

Forms must be filled out by the patient and by attending physician, and all medical bills should be attached. It is NOT necessary to wait until treatment is completed; additional bills concerning the same illness or accident may be submitted later as incurred. (In case of a second illness or accident a second claim form must be completed.)

PLEASE NOTE:

1. Claims for Pre-existing medical conditions will not be honored by the insurance company.
2. The ENTIRE form must be filled out in order for the refugee to receive reimbursement from the insurance company. There are several places for the refugee's signature that must be signed; also, the refugee must sign the "Authorization to Release Information". It is very important that ALL information requested be supplied.

COMPLETED CLAIM FORMS should NOT be sent to LIRS. They should be sent directly to:

Mr. Elio J. Fiorucci
WILLIAM M. MERCER DIVISION
MARSH & MC LENNAN, INCORPORATED
1221 Avenue of The Americas
New York, New York 10020 Tel: (212) 997-5639

Repayment of these insurance claims would be greatly expedited if the sponsors could assist the refugees with these important forms, checking to see that all questions have been satisfactorily answered, and that the refugee's signature is present in the appropriate places.

VI. Information on the Insurance Coverage

A. BASIC MEDICAL EXPENSE - Pays for covered medical expenses incurred up to \$1,000.00 for illness or accident after a deductible of \$50.00 (in other words: the insurance company will not pay for the first \$50.00 of covered expenses in each instance of sickness or accident. The individual must pay the first \$50.00.) Hospital room and board (semi-private accommodations) will be paid 100% after the \$50.00 deductible, until the \$1,000.00 maximum is reached. Payment will be made for expenses incurred within 52 weeks from the date of an accident or commencement of an illness.

B. MAJOR MEDICAL EXPENSE - Pays 80% of covered medical expenses incurred up to \$5,000.00. For illness or accident after a \$1,000.00 deductible (which is covered under basic medical expense). Hospital room and board (semi-private accommodations): 80% after the \$1,000.00 deductible (covered under Basic Medical Expense), until the \$5,000.00 maximum is reached. Payment will be made for expenses incurred within 52 weeks from the date of commencement of major medical coverage (i.e. after \$1,000.00 deductible has been satisfied).

NOTE: "Covered medical expenses" under both the basic and major medical expense include (but are limited to) charges made by a legally qualified physician or surgeon, confinement in a hospital or the employment of a private registered nurse in a hospital, prescription drugs, x-ray and lab tests.

C. ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE - Principal sum: \$10,000.00

If within 180 days from the date of a covered accident, the injuries then sustained result in death, dismemberment, or loss of sight, the policy provides for:

The principal sum (\$10,000.00): loss of life or two or more members. (Member - hand, foot, or sight of one eye)

One-half the principal sum: loss of one member.

Payment will be made regardless of any other insurance coverage.

EXCLUSIONS UNDER BOTH BASIC AND MAJOR MEDICAL COVERAGE

- (1) Accident, sickness or disease for which benefits are paid to the insured under any workmen's compensation law, plan or scheme, occupational disease acts, or any other health and welfare programs, insured or otherwise;
 - (2) Pregnancy and resulting childbirth, miscarriage, abortion or diseases of the female organs or reproduction;
 - (3) Eye examinations, hearing aids, fittings and/or prescriptions therefore;
 - (4) Dental care:
- NOTE: Pyorrhea is a disease and is covered;
- (5) Routine physical or any other examinations, where there are no objective indications of impairment in normal health and laboratory diagnostic or x-ray examinations except in the course of a disability established by the prior call or attendance of a physician.
 - (6) Intentionally self-inflicted injury or suicide while sane or insane or any attempt thereat;
 - (7) Cosmetic or plastic surgery;
 - (8) Venereal disease or syphilis;
 - (9) Congenital anomalies and conditions arising out of or resulting therefrom;
 - (10) Any mental and nervous disorders or rest cures;
 - (11) Care provided for or for which care may be obtained upon application under any contract of employment;
 - (12) Services of pathologists, physiotherapists, special nursing services in patient's home or their board;
 - (13) Sickness occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.
 - (14) While the insured is serving in the armed forces of any country or international authority, whether in peace or war, and in such an event the company, upon application of the insured, shall return the pro rata premium for any such period of service;

- (15) Pre-existing conditions (physical conditions of the insured person that had their origin prior to the date of individual insurance).
- (16) The insured shall not be entitled to indemnity for two disabilities at one and the same time, resulting respectively from sickness and accident.

NOTE: The following are not listed on the reverse side of the Certificate of Insurance as they are standard exclusions on most insurance policies. We are listing them as further clarification.

- (17) Expenses not approved as necessary by the attending physician.
- (18) Charges for which payment is not required in the absence of insurance.
- (19) Professional services rendered by a member of the immediate family or anyone who lives with the insured.

Our best wishes to you, both newcomers and sponsors, as new relationships are established in meeting the myriad experiences of resettlement.

August 25, 1982